

Annexure-4

Draft

INTERIM AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH AND THE GOVERNMENT OF THE REPUBLIC OF INDIA ON SHARING OF THE TEESTA WATERS AT GAZALDOBA, INDIA

THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH AND
THE GOVERNMENT OF THE REPUBLIC OF INDIA,

DETERMINED to promote and strengthen their relations of friendship and good
neighbourliness,

INSPIRED by the common desire of promoting the well-being of their peoples,

BEING desirous of sharing by mutual agreement the waters of the international
rivers flowing through the territories of the two countries and of making the
optimum utilisation of the water resources of their region in the fields of flood
management, irrigation, river basin development and generation of hydro-power
for the mutual benefit of the peoples of the two countries,

RECOGNISING that the need for making an arrangement for sharing of the
Teesta waters at Gazaldoba in a spirit of mutual accommodation and the need
for a solution to the long-term problem of augmenting the flows of the Teesta are
in the mutual interests of the peoples of the two countries,

BEING desirous of finding a fair and just solution without affecting the rights and
entitlements of either country other than those covered by this Interim
Agreement, or establishing any general principles of law or precedent,

HAVE AGREED AS FOLLOWS:

ARTICLE – I

The point of release of waters of the Teesta for the purpose of sharing between
India and Bangladesh shall be at the Teesta Barrage site at Gazaldoba in India.
The Indian share of the Teesta waters will be made available at Gazaldoba while
the share of Bangladesh shall be made available at its Teesta Barrage site at
Doani/Dalia.

ARTICLE -- II

- i) The sharing between India and Bangladesh of the Teesta waters at
Gazaldoba by ten day periods from the 1st October to the 30th April of the
following year will be with reference to the Formula given at Annexure-1

and an Indicative Schedule giving the implications of the sharing arrangement under Annexure-I is provided at Annexure-II.

- ii) The Indicative Schedule at Annexure-II as referred to in sub para (i) above, is based on 13 years (1973-1985) ten-day periods availability (75 percent dependable flows) of waters at Gazaldoba computed on the basis of 75 percent dependable flows at Domohani in India and Dalia in Bangladesh using extrapolation method.

Provided that if during a particular ten-day period, the Teesta flows at Gazaldoba come down to such a level that the share of Bangladesh is lower than 80 percent of the value shown in column 5 of Annexure-II, the release of waters to Bangladesh during that ten-day period shall not fall below 80 percent of the value shown in column 5 of Annexure-II.

- iii) 20 (Twenty) percent of the total quantum of the Teesta waters available during any ten-day period at Gazaldoba herein after called the "Share of River" shall be released downstream of the Teesta Barrage at Gazaldoba to maintain ecological requirements and the river regime of the Teesta during the dry season (1st October to 30th April of the following year). The share of the river shall not be utilized either by India or by Bangladesh throughout the length of the Teesta river.
- iv) The two sides shall take all necessary measures jointly and separately to ensure compliance with the jointly agreed quality and standards of the waters as set out in the Schedule at Annexure-III.

ARTICLE – III

A Committee consisting of representatives nominated by the two Governments in equal numbers (hereinafter called the Joint Committee) shall be constituted following the signing of this Interim Agreement. The Joint Committee shall set up suitable teams at Gazaldoba and Dalia/Doani to observe and record at Gazaldoba the daily flows below Indian Teesta Barrage at Gazaldoba, in the Left and Right Bank diversion Canals and the daily flows below/above Bangladesh Teesta Barrage at Dalia/Doani as well as below the Head Regulator in the diversion canal of the Bangladesh Teesta Barrage.

ARTICLE - IV

The Joint Committee shall decide its own procedure and method of functioning.

ARTICLE - V

The Joint Committee shall submit to the two Governments all data collected by it and shall also submit a yearly report to both the Governments. Following submission of the reports the two Governments will meet at appropriate levels to decide upon such further actions as may be needed.

ARTICLE - VI

The Joint Committee shall be responsible for implementing the arrangements contained in this Interim Agreement and examining any difficulty arising out of the implementation of the above arrangements and of the operation of Indian Barrage at Gazaldoba and Bangladesh Barrage at Doani/Dalia. Any difference or dispute arising in this regard, if not resolved by the Joint Committee, shall be referred to the Indo-Bangladesh Joint Rivers Commission. If the difference or dispute still remains unresolved, it shall be referred to the two Governments which shall meet urgently at the appropriate level to resolve it by mutual discussion.

ARTICLE - VII

The two Governments recognize the need to cooperate with each other in finding a solution to the long-term problem of augmenting the flows of the Teesta during the dry season.

ARTICLE - VIII

The sharing arrangement under this Interim Agreement shall be reviewed by the two Governments at five years interval or earlier, as required by either party and needed adjustments, based on principles of equity, fairness, and no harm to either party made thereto, if necessary. It would be open to either party to seek the first review after two years to assess the impact and working of the sharing arrangement as contained in this Interim Agreement.

ARTICLE - IX

For the period of this Interim Agreement, in the absence of mutual agreement on adjustments following reviews as mentioned in Article VIII, India shall release downstream of Indian Teesta Barrage at Gazaldoba, water at a rate not less than 90 percent (Ninety percent) of Bangladesh's share and 100 percent of river share according to formula given at Annexure-I.

ARTICLE – X

- i) In the event of a dispute between two parties concerning the interpretation or application of the Interim Agreement, the parties concerned shall, in the absence of an applicable agreement between them, seek a settlement of the dispute by peaceful means in accordance with the following provisions.
- ii) If the parties concerned cannot reach agreement by negotiation requested by one of them, they may jointly seek the good offices of, or request mediation or conciliation by, a third party, or agree to submit the dispute to arbitration or to the International Court of Justice.
- iii) If after six months from the time of the request for negotiations referred to in sub para (ii), the parties concerned have not been able to settle their dispute through negotiation or any other means referred to in sub para (ii), the dispute shall be submitted, at the request of any of the parties to the dispute, to impartial fact-finding in accordance with sub para (iv) to sub para (x), unless the parties otherwise agree.
- iv) A Fact-finding Commission shall be established, composed of one member nominated by each party concerned and in addition a member not having the nationality of any of the parties concerned chosen by the nominated members who shall serve as Chairman.
- v) If the members nominated by the parties are unable to agree on a Chairman within three months of the request for the establishment of the Commission, any party concerned may request the Secretary-General of the United Nations to appoint the Chairman who shall not have the nationality of any of the parties to the dispute. If one of the parties fails to nominate a member within three months of the initial request pursuant to sub para (iii), any other party concerned may request the Secretary-General of the United Nations to appoint a person who shall not have the nationality of any of the parties to the dispute. The person so appointed shall constitute a single-member Commission.
- vi) The Commission shall determine its own procedure.
- vii) The parties concerned have the obligation to provide the Commission with such information as it may require and, on request, to permit the Commission to have access to their respective territory and to inspect any facilities, plant, equipment, construction or natural feature relevant for the purpose of its inquiry.
- viii) The Commission shall adopt its report by a majority vote, unless it is a single-member Commission, and shall submit that report to the parties concerned setting forth its findings and the reasons therefor and such recommendations as it deems appropriate for an equitable solution of the dispute, which the parties

concerned shall consider in good faith/shall accept the decision as final, definitive and binding.

- ix) The venue of arbitration shall be finalized at mutually convenient place.
- x) The expenses of the Commission shall be borne equally by the parties concerned.

ARTICLE - XI

This Interim Agreement shall enter into force upon signature and shall remain in force for a period of 15 years and shall be automatically renewed until a long-term/permanent Treaty/Agreement is concluded and put into operation.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by the respective Governments, have signed this Interim Agreement.

DONE in New Delhi/Dhaka on , 2010 in Hindi, Bangla and English languages. In the event of any conflict between the texts, the English text shall prevail.

Signed

Signed

ON BEHALF OF THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BANGLADESH

ON BEHALF OF THE GOVERNMENT
OF THE REPUBLIC OF INDIA

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ANNEXURE - I

- I. Share of River - 20 Percent of actual flow available at Gazaldoba
- II. Share of India - 40 Percent of actual flow available at Gazaldoba
- III. Share of Bangladesh - 40 Percent of actual flow available at Gazaldoba

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ANNEXURE - II

Schedule

Sharing of waters of the Teesta at Gazaldoba between October 01 and April 30, the following year

If actual availability corresponds to 75 percent dependable flows of the period 1973 to 1985, the implication of the Formula in Annexure-I for the share of each side is:

Period	75% Dependable flows at Gazaldoba (1973-85) Extrapolated (Cusecs)	Share of River (Cusecs)	India's share (Cusecs)	Bangladesh's share (Cusecs)
Column (1)	Column (2)	Column (3)	Column (4)	Column (5)
October 1 - 10	25425	5085	10170	10170
11 - 20	18991	3799	7596	7596
21 - 31	17825	3565	7130	7130
November 1 - 10	10483	2097	4193	4193
11 - 20	9314	1862	3726	3726
21 - 30	7806	1562	3122	3122
December 1 - 10	7220	1444	2888	2888
11 - 20	7224	1444	2890	2890
21 - 31	5823	1165	2329	2329
January 1 - 10	5289	1057	2116	2116
11 - 20	4902	980	1961	1961
21 - 31	4478	896	1791	1791
February 1 - 10	4049	809	1620	1620
11 - 20	4695	939	1878	1878
21 - 28/29	4297	859	1719	1719
March 1 - 10	4782	956	1913	1913
11 - 20	4374	874	1750	1750
21 - 31	4359	871	1744	1744
April 1 - 10	6616	1322	2647	2647
11 - 20	6415	1283	2566	2566
21 - 30	8305	1661	3322	3322

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ANNEXURE – III

Quality and Standards of the Waters of the Teesta River

Temperature	* (°C)
PH	*
Total Solids (TS)	* mg/l
Suspended Solids (SS)	* mg/l
Total Suspended Solids (TDS)	* mg/l
Turbidity	* NTU
Dissolve Oxygen (DO)	* mg/l
Bio-chemical Oxygen Demand (BOD)	* mg/l
Nitrate (NO ₃)	* mg/l
Phosphate (PO ₄)	* mg/l
Faecal Coliform/100 ml	* mg/l

* Value to be jointly agreed.

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**STATEMENT OF PRINCIPLES OF SHARING OF TEESTA
WATERS DURING DRY SEASON (OCTOBER-APRIL)
BETWEEN GOVERNMENT OF REPUBLIC OF INDIA AND
GOVERNMENT OF PEOPLES REPUBLIC OF INDIA**

RECOGNISING the sufferings of the people of both sides in the face of scarcity of lean season flows in the Teesta basin, both sides agreed to the following Principles of sharing of Teesta waters during dry season (October-April) as follows:

1. The total water available in the river basin would be assessed and taken into account during dry season to decide the share of each party.
2. Based on reliable and jointly observed hydrological data series, 90% dependable flows would be worked out at Gazaldoba, Dalia, Kaunia and Teestamukh (outfall point) observation sites; which would make the basis for long term sharing agreement/ Treaty of the Teesta Waters during dry season (October- April).
3. For expeditiously concluding an interim agreement, until the reliable data series based upon joint observations are collected over a period of 15 years, sharing of dry season flows could be considered on the basis of actual flows/quantum of water jointly observed as available in the river basin up to Teestamukh, on an annual basis. The first set of jointly observed annual data will be available at the end of dry season period in 2011.
4. The Joint Hydrological Observations on the above referred stations would be started from 1st October,



2010 to arrive at a reliable data series for a period of minimum 15 years.

5. The share of Indian side would be ensured at Gazaldoba barrage. The Bangladesh share would be released from Indian barrage taking into account the available water at Gazaldoba and downstream catchment contribution below Gazaldoba barrage so as the total water available to Bangladesh at Deoni/ Dalia barrage including regeneration flows in the downstream up to the outfall point (Teestamukh) does not fall short of the agreed share.
6. A Committee consisting of representatives nominated by the two Governments in equal numbers (hereinafter called the Joint Committee on Hydrological observation at Teesta) shall be set up which would place suitable teams for Joint Hydrological Observations at Indian barrage at Gazaldoba, Bangladesh barrage at Deoni/ Dalia and the railway bridge at Kaunia to assess the total quantum of water available in the river basin up to the outfall of river Teesta into river Brahmaputra.
7. While making long term sharing arrangements between the two parties, a minimum flow of 200 cusecs would be ensured along the river for river eco-system. If there is no regeneration in any particular reach of the river, the minimum flows downstream of the respective barrage(s) would be released by the concerned project authority.
8. The Indian side would not construct any major structure for diversion of water for consumptive uses in the upstream of Gazaldoba barrage except minor irrigation schemes, drinking water supply schemes and Industrial use.

